

## **IC 22-3-2**

### **Chapter 2. Worker's Compensation: Application, Rights, and Remedies**

#### **IC 22-3-2-1 Repealed**

*(Repealed by P.L.28-1988, SEC.118.)*

#### **IC 22-3-2-2**

##### **Mandatory compliance; exemptions**

Sec. 2. (a) Every employer and every employee, except as stated in IC 22-3-2 through IC 22-3-6, shall comply with the provisions of IC 22-3-2 through IC 22-3-6 respectively to pay and accept compensation for personal injury or death by accident arising out of and in the course of the employment, and shall be bound thereby.

(b) IC 22-3-2 through IC 22-3-6 does not apply to railroad employees engaged in train service as:

- (1) engineers;
- (2) firemen;
- (3) conductors;
- (4) brakemen;
- (5) flagmen;
- (6) baggagemen; or
- (7) foremen in charge of yard engines and helpers assigned thereto.

(c) IC 22-3-2 through IC 22-3-6 does not apply to employees of municipal corporations in Indiana who are members of:

- (1) the fire department or police department of any such municipality; and
- (2) a firefighters' pension fund or of a police officers' pension fund.

However, if the common council elects to purchase and procure worker's compensation insurance to insure said employees with respect to medical benefits under IC 22-3-2 through IC 22-3-6, the medical provisions of IC 22-3-2 through IC 22-3-6 apply to members of the fire department or police department of any such municipal corporation who are also members of a firefighters' pension fund or a police officers' pension fund.

(d) When any municipal corporation purchases or procures worker's compensation insurance covering members of the fire department or police department who are also members of a firefighters' pension fund or a police officers' pension fund, and pays the premium or premiums for such insurance, the payment of such premiums is a legal and allowable expenditure of funds of any municipal corporation.

(e) Except as provided in subsection (f), where the common council has procured worker's compensation insurance under this section, any member of such fire department or police department employed in the city carrying such worker's compensation insurance under this section is limited to recovery of medical and surgical care, medicines, laboratory, curative and palliative agents and means,

x-ray, diagnostic and therapeutic services to the extent that such services are provided for in the worker's compensation policy procured by such city, and shall not also recover in addition to that policy for such same benefits provided in IC 36-8-4.

(f) If the medical benefits provided under a worker's compensation policy procured by the common council terminate for any reason before the police officer or firefighter is fully recovered, the common council shall provide medical benefits that are necessary until the police officer or firefighter is no longer in need of medical care.

(g) The provisions of IC 22-3-2 through IC 22-3-6 apply to:

(1) members of the Indiana general assembly; and

(2) field examiners of the state board of accounts.

*(Formerly: Acts 1929, c.172, s.2; Acts 1937, c.214, s.7; Acts 1943, c.114, s.1; Acts 1953, c.260, s.1; Acts 1963, c.387, s.1; Acts 1971, P.L.352, SEC.1; Acts 1972, P.L.173, SEC.1; Acts 1974, P.L.108, SEC.2.) As amended by Acts 1981, P.L.11, SEC.125; P.L.28-1988, SEC.21; P.L.217-1989, SEC.1.*

### **IC 22-3-2-2.1**

#### **Coverage for rostered volunteers**

Sec. 2.1. (a) As used in this section, "rostered volunteer" means a volunteer:

(1) whose name has been entered on a roster of volunteers for a volunteer program operated by a unit; and

(2) who has been approved by the proper authorities of the unit.

The term does not include a volunteer firefighter (as defined in IC 36-8-12-2) or an inmate assigned to a correctional facility operated by the state or a unit.

(b) As used in this section, "unit" means a county, a municipality, or a township.

(c) A rostered volunteer may be covered by the medical treatment provisions of the worker's compensation law (IC 22-3-2 through IC 22-3-6) and the worker's occupational disease law (IC 22-3-7). If compensability of an injury is an issue, the administrative procedures of IC 22-3-2 through IC 22-3-7 apply as appropriate.

(d) All expenses incurred for premiums of the insurance allowed or other charges or expenses under this section shall be paid out of the unit's general fund in the same manner as other expenses of the unit are paid.

*As added by P.L.51-1993, SEC.2.*

### **IC 22-3-2-2.3**

#### **Volunteer workers; services; medical benefits**

Sec. 2.3. (a) As used in this section, "volunteer worker" means a person who:

(1) performs services:

(A) for a state institution (as defined in IC 12-7-2-184); and

(B) for which the person does not receive compensation of any nature; and

(2) has been approved and accepted as a volunteer worker by

the director of:

- (A) the division of disability, aging, and rehabilitative services; or
- (B) the division of mental health and addiction.

(b) Services of any nature performed by a volunteer worker for a state institution (as defined in IC 12-7-2-184) are governmental services. A volunteer worker is subject to the medical benefits described under this chapter through IC 22-3-6. However, a volunteer worker is not under this chapter through IC 22-3-6.

*As added by P.L.2-1992, SEC.739. Amended by P.L.4-1993, SEC.257; P.L.5-1993, SEC.270; P.L.24-1997, SEC.62; P.L.215-2001, SEC.98.*

### **IC 22-3-2-2.5**

#### **School to work student**

Sec. 2.5. (a) As used in this section, "school to work student" refers to a student participating in on-the-job training under the federal School to Work Opportunities Act (20 U.S.C. 6101 et seq.).

(b) Except as provided in IC 22-3-7-2.5, a school to work student is entitled to the following compensation and benefits under this article:

- (1) Medical benefits under IC 22-3-2 through IC 22-3-6.
- (2) Permanent partial impairment compensation under IC 22-3-3-10. Permanent partial impairment compensation for a school to work student shall be paid in a lump sum upon agreement or final award.
- (3) In the case that death results from the injury:
  - (A) death benefits in a lump sum amount of one hundred seventy-five thousand dollars (\$175,000), payable upon agreement or final award to any dependents of the student under IC 22-3-3-18 through IC 22-3-3-20, or, if the student has no dependents, to the student's parents; and
  - (B) burial compensation under IC 22-3-3-21.

(c) For the sole purpose of modifying an award under IC 22-3-3-27, a school to work student's average weekly wage is presumed to be equal to the federal minimum wage.

(d) A school to work student is not entitled to the following compensation under this article:

- (1) Temporary total disability compensation under IC 22-3-3-8.
- (2) Temporary partial disability compensation under IC 22-3-3-9.

(e) Except for remedies available under IC 5-2-6.1, recovery under subsection (b) is the exclusive right and remedy for:

- (1) a school to work student; and
- (2) the personal representatives, dependents, or next of kin, at common law or otherwise, of a school to work student;

on account of personal injury or death by accident arising out of and in the course of school to work employment.

*As added by P.L.235-1999, SEC.1.*

### **IC 22-3-2-3**

#### **Repealed**

*(Repealed by Acts 1974, P.L.108, SEC.14.)*

### **IC 22-3-2-4**

#### **Preexisting contracts; continuance; minors**

Sec. 4. (a) Every contract of service between any employer and employee covered by IC 22-3-2 through IC 22-3-6, written or implied, in operation on May 21, 1929, or made or implied prior to May 21, 1929, shall, after May 21, 1929, be presumed to continue; and every such contract made subsequent to May 21, 1929, shall be presumed to have been made subject to the provisions of IC 22-3-2 through IC 22-3-6 unless either party, except as provided in section 15 of this chapter, shall give notice, as provided in section 9 of this chapter, to the other party to such contract that the provisions of IC 22-3-2 through IC 22-3-6 (other than IC 22-3-4-13) are not intended to apply.

(b) A like presumption shall exist equally in the case of all minors unless notice of the same character be given by or to the parent or guardian of the minor.

*(Formerly: Acts 1929, c.172, s.4.) As amended by P.L.144-1986, SEC.23.*

### **IC 22-3-2-5**

#### **Insurance; certificates authorizing carrying of risk without insurance; state self-insurance program**

Sec. 5. (a) Every employer who is bound by the compensation provisions of IC 22-3-2 through IC 22-3-6, except the state, counties, townships, cities, towns, school cities, school towns, school townships, other municipal corporations, state institutions, state boards, state commissions, banks, trust companies, and building and loan associations, shall insure the payment of compensation to the employer's employees and their dependents in the manner provided in IC 22-3-3, or procure from the worker's compensation board a certificate authorizing the employer to carry such risk without insurance. While such insurance or such certificate remains in force, the employer or those conducting the employer's business and the employer's worker's compensation insurance carrier shall be liable to any employee and the employee's dependents for personal injury or death by accident arising out of and in the course of employment only to the extent and in the manner specified in IC 22-3-2 through IC 22-3-6.

(b) The state may not purchase worker's compensation insurance. The state may establish a program of self-insurance to cover its liability under this article. The state may administer its program of self-insurance or may contract with any private agency, business firm, limited liability company, or corporation to administer any part of the program. The state department of insurance may, in the manner prescribed by IC 4-22-2, adopt the rules necessary to implement the state's program of self-insurance.

*(Formerly: Acts 1929, c.172, s.5; Acts 1961, c.187, s.1; Acts 1974, P.L.108, SEC.3.) As amended by P.L.28-1983, SEC.56; P.L.28-1988, SEC.22; P.L.8-1993, SEC.279.*

### **IC 22-3-2-6**

#### **Exclusive remedies**

Sec. 6. The rights and remedies granted to an employee subject to IC 22-3-2 through IC 22-3-6 on account of personal injury or death by accident shall exclude all other rights and remedies of such employee, the employee's personal representatives, dependents, or next of kin, at common law or otherwise, on account of such injury or death, except for remedies available under IC 5-2-6.1.

*(Formerly: Acts 1929, c.172, s.6.) As amended by Acts 1982, P.L.21, SEC.50; P.L.2-1992, SEC.740; P.L.47-1993, SEC.11.*

### **IC 22-3-2-7**

#### **Performance of statutory duties; application of law**

Sec. 7. Nothing in IC 22-3-2 through IC 22-3-6 shall be construed to relieve any employer or employee from penalty for failure or neglect to perform any statutory duty.

*(Formerly: Acts 1929, c.172, s.7.) As amended by P.L.144-1986, SEC.24.*

### **IC 22-3-2-8**

#### **Qualifications; burden of proof**

Sec. 8. No compensation is allowed for an injury or death due to the employee's knowingly self-inflicted injury, his intoxication, his commission of an offense, his knowing failure to use a safety appliance, his knowing failure to obey a reasonable written or printed rule of the employer which has been posted in a conspicuous position in the place of work, or his knowing failure to perform any statutory duty. The burden of proof is on the defendant.

*(Formerly: Acts 1929, c.172, s.8.) As amended by Acts 1978, P.L.2, SEC.2209.*

### **IC 22-3-2-9**

#### **Exempt employees; waiver of exemption; notice of acceptance**

Sec. 9. (a) IC 22-3-2 through IC 22-3-6 shall not apply to casual laborers (as defined in IC 22-3-6-1) nor to farm or agricultural employees, nor to household employees, nor to the employers of such persons.

(b) An employer who is exempt under this section from the operation of the compensation provisions of this chapter may at any time waive such exemption and thereby accept the provisions of this chapter by giving notice as provided in subsection (c).

(c) The notice of acceptance referred to in subsection (b) shall be given thirty (30) days prior to any accident resulting in injury or death, provided that if any such injury occurred less than thirty (30) days after the date of employment, notice of acceptance given at the time of employment shall be sufficient notice thereof. The notice

shall be in writing or print in a substantial form prescribed by the worker's compensation board and shall be given by the employer by posting the same in a conspicuous place in the plant, shop, office, room, or place where the employee is employed, or by serving it personally upon him; and shall be given by the employee by sending the same in registered letter addressed to the employer at his last known residence or place of business, or by giving it personally to the employer, or any of his agents upon whom a summons in civil actions may be served under the laws of the state.

(d) A copy of the notice in prescribed form shall also be filed with the worker's compensation board, within five (5) days after its service in such manner upon the employee or employer.

*(Formerly: Acts 1929, c.172, s.9; Acts 1963, c.387, s.2; Acts 1974, P.L.108, SEC.4.) As amended by P.L.28-1988, SEC.23; P.L.258-1997(ss), SEC.1.*

### **IC 22-3-2-10**

#### **Repealed**

*(Repealed by Acts 1974, P.L.108, SEC.14.)*

### **IC 22-3-2-11**

#### **Repealed**

*(Repealed by Acts 1974, P.L.108, SEC.14.)*

### **IC 22-3-2-12**

#### **Repealed**

*(Repealed by Acts 1974, P.L.108, SEC.14.)*

### **IC 22-3-2-13**

#### **Claims against third persons; subrogation; procedures**

Sec. 13. Whenever an injury or death, for which compensation is payable under chapters 2 through 6 of this article shall have been sustained under circumstances creating in some other person than the employer and not in the same employ a legal liability to pay damages in respect thereto, the injured employee, or his dependents, in case of death, may commence legal proceedings against the other person to recover damages notwithstanding the employer's or the employer's compensation insurance carrier's payment of or liability to pay compensation under chapters 2 through 6 of this article. In that case, however, if the action against the other person is brought by the injured employee or his dependents and judgment is obtained and paid, and accepted or settlement is made with the other person, either with or without suit, then from the amount received by the employee or dependents there shall be paid to the employer or the employer's compensation insurance carrier, subject to its paying its pro-rata share of the reasonable and necessary costs and expenses of asserting the third party claim, the amount of compensation paid to the employee or dependents, plus the medical, surgical, hospital and nurses' services and supplies and burial expenses paid by the employer or the employer's compensation insurance carrier and the

liability of the employer or the employer's compensation insurance carrier to pay further compensation or other expenses shall thereupon terminate, whether or not one (1) or all of the dependents are entitled to share in the proceeds of the settlement or recovery and whether or not one (1) or all of the dependents could have maintained the action or claim for wrongful death.

In the event the injured employee or his dependents, not having received compensation or medical, surgical, hospital or nurses' services and supplies or death benefits from the employer or the employer's compensation insurance carrier, shall procure a judgment against the other party for injury or death, which judgment is paid, or if settlement is made with the other person either with or without suit, then the employer or the employer's compensation insurance carrier shall have no liability for payment of compensation or for payment of medical, surgical, hospital or nurses' services and supplies or death benefits whatsoever, whether or not one (1) or all of the dependents are entitled to share in the proceeds of settlement or recovery and whether or not one (1) or all of the dependents could have maintained the action or claim for wrongful death.

In the event any injured employee, or in the event of his death, his dependents, shall procure a final judgment against the other person other than by agreement, and the judgment is for a lesser sum than the amount for which the employer or the employer's compensation insurance carrier is liable for compensation and for medical, surgical, hospital and nurses' services and supplies, as of the date the judgment becomes final, then the employee, or in the event of his death, his dependents, shall have the option of either collecting the judgment and repaying the employer or the employer's compensation insurance carrier for compensation previously drawn, if any, and repaying the employer or the employer's compensation insurance carrier for medical, surgical, hospital and nurses' services and supplies previously paid, if any, and of repaying the employer or the employer's compensation insurance carrier the burial benefits paid, if any, or of assigning all rights under the judgment to the employer or the employer's compensation insurance carrier and thereafter receiving all compensation and medical, surgical, hospital and nurses' services and supplies, to which the employee or in the event of his death, which his dependents would be entitled if there had been no action brought against the other party.

If the injured employee or his dependents shall agree to receive compensation from the employer or the employer's compensation insurance carrier or to accept from the employer or the employer's compensation insurance carrier, by loan or otherwise, any payment on account of the compensation, or institute proceedings to recover the same, the employer or the employer's compensation insurance carrier shall have a lien upon any settlement award, judgment or fund out of which the employee might be compensated from the third party.

The employee, or in the event of his death, his dependents, shall institute legal proceedings against the other person for damages,

within two (2) years after the cause of action accrues. If, after the proceeding is commenced, it is dismissed, the employer or the employer's compensation insurance carrier, having paid compensation or having become liable therefor, may collect in their own name, or in the name of the injured employee, or, in case of death, in the name of his dependents, from the other person in whom legal liability for damages exists, the compensation paid or payable to the injured employee, or his dependents, plus medical, surgical, hospital and nurses' services and supplies, and burial expenses paid by the employer or the employer's compensation insurance carrier or for which they have become liable. The employer or the employer's compensation insurance carrier may commence an action at law for collection against the other person in whom legal liability for damages exists, not later than one (1) year from the date the action so commenced has been dismissed, notwithstanding the provisions of any statute of limitations to the contrary.

If the employee, or, in the event of his death, his dependents, shall fail to institute legal proceedings against the other person for damages within two (2) years after the cause of action accrues, the employer or the employer's compensation insurance carrier, having paid compensation, or having been liable therefor, may collect in their own name or in the name of the injured employee, or in the case of his death, in the name of his dependents, from the other person in whom legal liability for damage exists, the compensation paid or payable to the injured employee, or to his dependents, plus the medical, surgical, hospital and nurses' services and supplies, and burial expenses, paid by them, or for which they have become liable, and the employer or the employer's compensation insurance carrier may commence an action at law for collection against the other person in whom legal liability exists, at any time within one (1) year from the date of the expiration of the two (2) years when the action accrued to the injured employee, or, in the event of his death, to his dependents, notwithstanding the provisions of any statute of limitations to the contrary.

In actions brought by the employee or his dependents, he or they shall, within thirty (30) days after the action is filed, notify the employer or the employer's compensation insurance carrier by personal service or registered mail, of the action and the name of the court in which such suit is brought, filing proof thereof in the action.

The employer or the employer's compensation insurance carrier shall pay its pro rata share of all costs and reasonably necessary expenses in connection with asserting the third party claim, action or suit, including but not limited to cost of depositions and witness fees, and to the attorney at law selected by the employee or his dependents, a fee of twenty-five per cent (25%), if collected without suit, of the amount of benefits actually repaid after the expenses and costs in connection with the third party claim have been deducted therefrom, and a fee of thirty-three and one-third per cent ( $33\frac{1}{3}\%$ ), if collected with suit, of the amount of benefits actually repaid after deduction of costs and reasonably necessary expenses in connection



with the third party claim action or suit. The employer may, within ninety (90) days after receipt of notice of suit from the employee or his dependents, join in the action upon his motion so that all orders of court after hearing and judgment shall be made for his protection. An employer or his compensation insurance carrier may waive its right to reimbursement under this section and, as a result of the waiver, not have to pay the pro-rata share of costs and expenses.

No release or settlement of claim for damages by reason of injury or death, and no satisfaction of judgment in the proceedings, shall be valid without the written consent of both employer or the employer's compensation insurance carrier and employee or his dependents, except in the case of the employer or the employer's compensation insurance carrier, consent shall not be required where the employer or the employer's compensation insurance carrier has been fully indemnified or protected by court order.

*(Formerly: Acts 1929, c.172, s.13; Acts 1945, c.188, s.4; Acts 1951, c.258, s.1; Acts 1955, c.240, s.1; Acts 1963, c.387, s.3; Acts 1969, c.94, s.1; Acts 1974, P.L.108, SEC.5.) As amended by Acts 1977, P.L.260, SEC.1; P.L.31-2000, SEC.1.*

#### **IC 22-3-2-14**

##### **Contractors; certificate of coverage; subrogation**

Sec. 14. (a) As used in this section, "person" does not include an owner who contracts for performance of work on the owner's owner occupied residential property.

(b) The state, any political division thereof, any municipal corporation, any corporation, limited liability company, partnership, or person, contracting for the performance of any work exceeding one thousand dollars (\$1,000) in value by a contractor subject to the compensation provisions of IC 22-3-2 through IC 22-3-6, without exacting from such contractor a certificate from the worker's compensation board showing that such contractor has complied with section 5 of this chapter, IC 22-3-5-1, and IC 22-3-5-2, shall be liable to the same extent as the contractor for compensation, physician's fees, hospital fees, nurse's charges, and burial expenses on account of the injury or death of any employee of such contractor, due to an accident arising out of and in the course of the performance of the work covered by such contract.

(c) Any contractor who shall sublet any contract for the performance of any work, to a subcontractor subject to the compensation provisions of IC 22-3-2 through IC 22-3-6, without obtaining a certificate from the worker's compensation board showing that such subcontractor has complied with section 5 of this chapter, IC 22-3-5-1, and IC 22-3-5-2, shall be liable to the same extent as such subcontractor for the payment of compensation, physician's fees, hospital fees, nurse's charges, and burial expenses on account of the injury or death of any employee of such subcontractor due to an accident arising out of and in the course of the performance of the work covered by such subcontract.

(d) The state, any political division thereof, any municipal

corporation, any corporation, limited liability company, partnership, person, or contractor paying compensation, physician's fees, hospital fees, nurse's charges, or burial expenses under this section may recover the amount paid or to be paid from any person who, independently of such provisions, would have been liable for the payment thereof and may, in addition, recover the litigation expenses and attorney's fees incurred in the action before the worker's compensation board as well as the litigation expenses and attorney's fees incurred in an action to collect the compensation, medical expenses, and burial expenses.

(e) Every claim filed with the worker's compensation board under this section shall be instituted against all parties liable for payment. The worker's compensation board, in an award under subsection (b), shall fix the order in which said parties shall be exhausted, beginning with the immediate employer, and, in an award under subsection (c), shall determine whether the subcontractor has the financial ability to pay the compensation and medical expenses when due and, if not, shall order the contractor to pay the compensation and medical expenses.

*(Formerly: Acts 1929, c.172, s.14; Acts 1947, c.162, s.1.) As amended by P.L.28-1988, SEC.24; P.L.8-1993, SEC.280; P.L.258-1997(ss), SEC.2; P.L.202-2001, SEC.2.*

#### **IC 22-3-2-14.5**

##### **Independent contractor electing exemption from compensation provisions; filing statement; certificate of exemption**

Sec. 14.5. (a) As used in this section, "independent contractor" refers to a person described in IC 22-3-6-1(b)(7).

(b) As used in this section, "person" means an individual, a proprietorship, a partnership, a joint venture, a firm, an association, a corporation, or other legal entity.

(c) An independent contractor who does not make an election under IC 22-3-6-1(b)(4) or IC 22-3-6-1(b)(5) is not subject to the compensation provisions of IC 22-3-2 through IC 22-3-6 and must file a statement with the department of state revenue in accordance with IC 6-3-7-5 and obtain a certificate of exemption.

(d) Together with the statement required in subsection (c), an independent contractor shall file annually with the department documentation in support of independent contractor status before being granted a certificate of exemption. The independent contractor must obtain clearance from the department of state revenue before issuance of the certificate.

(e) An independent contractor shall pay a filing fee in the amount of fifteen dollars (\$15) with the certificate filed under subsection (g). The fees collected under this subsection shall be deposited in the worker's compensation supplemental administrative fund and shall be used for all expenses the board incurs.

(f) The worker's compensation board shall maintain a data base consisting of certificates received under this section and on request may verify that a certificate was filed.

(g) A certificate of exemption must be filed with the worker's compensation board. The board shall indicate that the certificate has been filed by stamping the certificate with the date of receipt and returning a stamped copy to the person filing the certificate. A certificate becomes effective as of midnight seven (7) business days after the date file stamped by the worker's compensation board. The board shall maintain a data base containing the information required in subsections (d) and (f).

(h) A person who contracts for services of another person not covered by IC 22-3-2 through IC 22-3-6 to perform work must secure a copy of a stamped certificate of exemption filed under this section from the person hired. A person may not require a person who has provided a stamped certificate to have worker's compensation coverage. The worker's compensation insurance carrier of a person who contracts with an independent contractor shall accept a stamped certificate in the same manner as a certificate of insurance.

(i) A stamped certificate filed under this section is binding on and holds harmless from all claims:

(1) a person who contracts with an independent contractor after receiving a copy of the stamped certificate; and

(2) the worker's compensation insurance carrier of the person who contracts with the independent contractor.

The independent contractor may not collect compensation under IC 22-3-2 through IC 22-3-6 for an injury from a person or the person's worker's compensation carrier to whom the independent contractor has furnished a stamped certificate.

*As added by P.L.75-1993, SEC.2. Amended by P.L.202-2001, SEC.3.*

### **IC 22-3-2-15**

**Contracts, agreements, or rules do not relieve employers of obligations; voluntary settlement agreements; minors; approval; effect**

Sec. 15. (a) No contract, agreement (written or implied), rule, or other device shall, in any manner, operate to relieve any employer in whole or in part of any obligation created by IC 22-3-2 through IC 22-3-6. However, nothing in IC 22-3-2 through IC 22-3-6 shall be construed as preventing the parties to claims under IC 22-3-2 through IC 22-3-6 from entering into voluntary agreements in settlement thereof, but no agreement by an employee or his dependents to waive his rights under IC 22-3-2 through IC 22-3-6 shall be valid nor shall any agreement of settlement or compromise of any dispute or claim for compensation under IC 22-3-2 through IC 22-3-6 be valid until approved by a member of the board, nor shall a member of the worker's compensation board approve any settlement which is not in accordance with the rights of the parties as given in IC 22-3-2 through IC 22-3-6. No such agreement shall be valid unless made after seven (7) days from the date of the injury or death.

(b) A compromise settlement approved by a member of the worker's compensation board during the employee's lifetime shall extinguish and bar all claims for compensation for the employee's

death if the settlement compromises a dispute on any question or issue other than the extent of disability or the rate of compensation.

(c) A minor dependent, by parent or legal guardian, may compromise disputes and may enter into a compromise settlement agreement, and upon approval by a member of the worker's compensation board, the settlement agreement shall have the same force and effect as though the minor had been an adult. The payment of compensation by the employer in accordance with the settlement agreement shall discharge the employer from all further obligation. *(Formerly: Acts 1929, c.172, s.15; Acts 1943, c.136, s.1; Acts 1945, c.284, s.1; Acts 1974, P.L.108, SEC.6.) As amended by P.L.28-1988, SEC.25; P.L.1-1991, SEC.148.*

#### **IC 22-3-2-16**

##### **Claims for compensation; priorities**

Sec. 16. All rights of compensation granted by IC 22-3-2 through IC 22-3-6 shall have the same preference or priority for the whole thereof against the assets of the employer as is allowed by law for any unpaid wages for labor.

*(Formerly: Acts 1929, c.172, s.16.) As amended by P.L.144-1986, SEC.25.*

#### **IC 22-3-2-17**

##### **Claims for compensation; assignment; creditor claims; child support income withholding**

Sec. 17. (a) Except as provided in subsection (b), no claims for compensation under IC 22-3-2 through IC 22-3-6 shall be assignable, and all compensation and claims therefor shall be exempt from all claims of creditors.

(b) Compensation awards under IC 22-3-2 through IC 22-3-6 are subject to child support income withholding under IC 31-16-15 and other remedies available for the enforcement of a child support order. The maximum amount that may be withheld under this subsection is one-half (1/2) of the compensation award.

*(Formerly: Acts 1929, c.172, s.17.) As amended by P.L.144-1986, SEC.26; P.L.95-1988, SEC.2; P.L.1-1997, SEC.106; P.L.213-1999, SEC.7.*

#### **IC 22-3-2-18**

##### **Coal mining; application of law**

Sec. 18. The provisions of IC 22-3-2 through IC 22-3-6 shall apply to the state, to all political divisions thereof, to all municipal corporations within the state, to persons, partnerships, limited liability companies, and corporations engaged in mining coal, and to the employees thereof, without any right of exemption from the compensation provisions of IC 22-3-2 through IC 22-3-6, except as provided in section 15 of this chapter.

*(Formerly: Acts 1929, c.172, s.18; Acts 1943, c.136, s.2.) As amended by P.L.144-1986, SEC.27; P.L.8-1993, SEC.281.*

### **IC 22-3-2-19**

#### **Interstate or foreign commerce; exemptions**

Sec. 19. IC 22-3-2 through IC 22-3-6 shall not apply to employees and employers engaged in interstate or foreign commerce wherein the laws of the United States provide for compensation or for liability for injury or death by accident to such employees.

*(Formerly: Acts 1929, c.172, s.19; Acts 1963, c.387, s.4.) As amended by P.L.144-1986, SEC.28.*

### **IC 22-3-2-20**

#### **Place of accident**

Sec. 20. Every employer and employee under IC 22-3-2 through IC 22-3-6 shall be bound by the provisions of IC 22-3-2 through IC 22-3-6 whether injury by accident or death resulting from such injury occurs within the state or in some other state or in a foreign country.

*(Formerly: Acts 1929, c.172, s.20.) As amended by P.L.144-1986, SEC.29.*

### **IC 22-3-2-21**

#### **Prior injuries; application of law**

Sec. 21. The provisions of IC 22-3-2 through IC 22-3-6 shall not apply to injuries or death nor to accident which occurred prior to May 21, 1929.

*(Formerly: Acts 1929, c.172, s.21.) As amended by P.L.144-1986, SEC.30.*

### **IC 22-3-2-22**

#### **Notice; worker's compensation coverage**

Sec. 22. (a) Each employer subject to IC 22-3-2 through IC 22-3-6 shall post a notice in the employer's place of business to inform the employees that their employment is covered by worker's compensation. The notice must also contain the name, address, and telephone number of the employer's insurance carrier or the person responsible for administering the employer's worker's compensation claims if the employer is self insured.

(b) The notice required under this section must be in a form approved by the board and shall be posted at a conspicuous location at the employer's place of business to provide reasonable notice to all employees. If the employer is required by federal law or regulation to post a notice for the employer's employees, the notice required under this section must be posted in the same location or locations where the notice required by federal law or regulation is posted.

(c) An employer who fails to comply with this section is subject to a civil penalty of fifty dollars (\$50), to be assessed and collected by the board. Civil penalties collected under this section shall be deposited in the state general fund.

*As added by P.L.170-1991, SEC.2.*